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10/733,502

12/11/2003

Alan H. Karp

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FORT COLLINS, CO 80527-2400

EXAMINER

JOO, JOSHUA

ART UNIT

PAPER NUMBER

2154

NOTIFICATION DATE

DELIVERY MODE

07/28/2008

ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

JERRY.SHORMA@HP.COM  
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<b>Office Action Summary</b>	<b>Application No.</b> 10/733,502	<b>Applicant(s)</b> KARP, ALAN H.	
	<b>Examiner</b> JOSHUA JOO	<b>Art Unit</b> 2154	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 11 December 2003.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-30 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-30 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 11 December 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____                                      |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>12/11/03</u> .  | 6) <input type="checkbox"/> Other: _____                          |

***Detailed Action***

1. Claims 1-30 are presented for examination.

**Oath/Declaration**

2. Oath/Declaration dated 12/11/2003 is accepted.

**Drawings**

3. Drawings dated 12/11/2003 are currently accepted. It is noted that drawings may be objected to under 37 CFR 1.83(a) during later stages of prosecution of the instant application if any amendments to the claims results in failure of the drawings to show every feature of the invention specified in the claims. See 37 CFR 1.83(a).

**Specification**

4. The title of the invention is not descriptive. A new title is required that is clearly indicative of the invention to which the claims are directed.

**Information Disclosure Statement**

5. The information disclosure statement (IDS) submitted 12/13/2003 is in compliance with the provisions of 37 CFR 1.97. Accordingly, the information disclosure statement is being considered by the examiner.

**Claim Rejections - 35 USC § 112**

6. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

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7. Claims 1-8 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

i) Regarding claim 1, "the identity" has insufficient antecedent basis.

### **Claim Rejections - 35 USC § 102**

8. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

9. Claims 23-25, 28-30 are rejected under 35 U.S.C. 102(e) as being anticipated by Labrou et al. US Publication #2004/0030894 (Labrou hereinafter).

10. As per claim 23, Labrou teaches the invention as claimed including a method of exchanging information between at least one party and an intermediary, the method comprising:

providing correct information and incorrect information to the intermediary (Paragraphs 0048; 0053. Party provides agreement data to AVP. Paragraphs 0054; 0056. Check if each agreement data is consistent. Data may be found to be inconsistent, thus incorrect data may be sent by a party.);

receiving modified information based on the correct information from the intermediary (Paragraph 0056. Provide response message which includes result of verification.);

receiving modified information based on the incorrect information from the intermediary (Paragraph 0056. Provide response message which includes result of verification.); and

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wherein the intermediary does not know which information is the correct information (Paragraph 0054. Determine if agreement data is consistent. Thus, the AVP does not know which agreement data provided provide by a party is correct or incorrect.).

11. As per claim 24, Labrou teaches the method set forth in claim 24, comprising creating the incorrect information from the correct information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

12. As per claim 25, Labrou teaches the method set forth in claim 24, comprising creating the incorrect information as a plausible variation of the correct information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

13. As per claim 28, Labrou teaches the method set forth in claim 24, comprising providing the correct information in encrypted form (Paragraph 001. Agreement data is encrypted.).

14. As per claim 29, Labrou teaches the method set forth in claim 24, comprising providing the incorrect information in encrypted form (Paragraph 001. Agreement data is encrypted.).

15. As per claim 30, Labrou teaches the method set forth in claim 24, comprising receiving the modified information based on the correct information in encrypted form (Paragraph 0056. Provide encrypted response messages.).

**Claim Rejections - 35 USC § 103**

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16. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

17. Claims 1-3, 6-12, 15-18, 21, and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Labrou, in view of Grundfest, US Publication #2002/0165726 (Grundfest hereinafter).

18. As per claim 1, Labrou teaches substantially the invention as claimed including a method of exchanging information between at least one party and a plurality of intermediaries, the plurality of intermediaries including a selected intermediary, the method comprising:

providing correct information to the selected intermediary (Paragraphs 0048; 0053. Provide agreement data to AVP.);

providing incorrect information (Paragraph 0053. Authentication fails. Paragraphs 0054. Verify agreement data.);

receiving modified information based on the correct information from the selected intermediary (Paragraphs 0054; 0056. Provide response message which includes result of verification.);

receiving modified information based on the incorrect information (Paragraphs 0053; 0056. Result of authentication failure or verification is sent.)

19. Labrou teaches of providing incorrect information but not specifically of providing the incorrect information to each of the plurality of intermediaries who are not the selected intermediary. Labrou teaches of receiving modified information based on the incorrect information but not specifically from each of the plurality of intermediaries who are not the selected intermediary; and wherein the plurality of intermediaries do not know the identity of the selected intermediary.

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20. Grundfest teaches of a plurality of intermediaries for performing transaction between parties, wherein the intermediaries do not know operations of other intermediaries (Paragraphs 0067; 0071. More than one facility. Paragraph 0043. Provide confidential transactions and operations).

21. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a plurality of intermediaries, such that it would have been possible for a party to send the incorrect data as taught by Labrou to other intermediaries as taught by Grundfest, wherein the plurality of intermediaries do not know the operations of other intermediaries, and thus not know which other intermediaries are selected to receive data. The motivation for the combination is that Grundfest's teachings would allow parties to engage in confidential communication and provide transactions for a plurality of parties.

22. As per claim 9, Labrou teaches substantially the invention as claimed including a method of exchanging information among a first party, a second party, a selected intermediary and a non-selected intermediary, the method comprising:

providing, by the first party, correct first party information to the selected intermediary  
(Paragraphs 0048; 0053. Each party provides agreement data to AVP. AP1);

providing, by the second party, correct second party information to the selected intermediary  
(Paragraphs 0048; 0053. Each party provides agreement data to AVP. AP2);

providing, by the first party, incorrect first party information (Paragraphs 0048; 0053. Each party provides agreement data to AVP. Paragraphs 0053-0054. Authentication may fail or data is not consistent.);

providing, by the second party, incorrect second party information (Paragraphs 0048; 0053. Each party provides agreement data to AVP. Paragraphs 0053-0054. Authentication may fail or data is not consistent.);

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processing, by the selected intermediary, the correct first party information in conjunction with the correct second party information to produce selected intermediary information (Paragraphs 0054; 0056. Check if each agreement data is consistent.);

processing the incorrect first party information in conjunction with the incorrect second party information to produce non-selected intermediary information (Paragraphs 0054; 0056. Check if each agreement data is consistent.);

providing, by the selected intermediary, the selected intermediary information to at least one of the first party and the second party (Paragraph 0056. Provide response message which includes result of verification.); and

providing the non-selected intermediary information to the at least one of the first party and the second party (Paragraph 0056. Provide response message which includes result of verification.).

23. Labrou teaches of providing incorrect first and second party information but not to the non-selected intermediary. Labrou teaches of processing the incorrect first and second party information and providing the non-selected intermediary information but not specifically by the non-selected intermediary.

24. Grundfest teaches of a plurality of intermediaries for performing transaction between parties (Paragraphs 0067; 0071. More than one facility. Paragraph 0043. Provide confidential transactions and operations).

25. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a plurality of intermediaries, such that it would have been possible for the first and second party to send the incorrect data as taught by Labrou to other intermediaries as taught by Grundfest. The motivation for the combination is that Grundfest's teachings would improve Labrou's teachings by allowing parties to engage in confidential communication and provide transactions for a plurality of parties.



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26. As per claim 18, Labrou teaches substantially the invention as claimed including a method of processing information, comprising:

receiving, by an intermediary, correct first party information from a first party (Paragraphs 0048; 0053. Each party provides agreement data to AVP. AP1);

receiving, by the intermediary, correct second party information from a second party (Paragraphs 0048; 0053. Each party provides agreement data to AVP. AP2);

processing the correct first party information in conjunction with the correct second party information to produce intermediary information (Paragraphs 0054; 0056. Check if each agreement data is consistent.);

providing the intermediary information to at least one of the first party and the second party (Paragraph 0056. Provide response message which includes result of verification.); and

process[ing] incorrect first party information in conjunction with incorrect second party information (Paragraphs 0054; 0056. Check if each agreement data is consistent. Data may be found to be inconsistent, thus incorrect.).

27. Labrou teaches of processing incorrect first party information in conjunction with incorrect second party information but does not specifically of the processing by a plurality of additional intermediaries

28. Grundfest teaches of a plurality of intermediaries for performing transaction between parties (Paragraphs 0067; 0071. More than one facility. Paragraph 0043. Provide confidential transactions and operations).

29. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to implement a plurality of intermediaries, such that it would have been possible for the first and second party to send incorrect data as taught by Labrou to other the intermediaries as taught by Grundfest. The motivation for the combination is that Grundfest's teachings would improve

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Labrou's teachings by allowing parties to engage in confidential communication and provide transactions for a plurality of parties.

30. As per claim 2, Labrou teaches the method set forth in claim 1, comprising creating the incorrect information from the correct information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

31. As per claim 3, Labrou teaches the method set forth in claim 1, comprising creating the incorrect information as a plausible variation of the correct information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

32. As per claim 6, Labrou teaches the method set forth in claim 1, comprising providing the correct information in encrypted form (Paragraph 001. Agreement data is encrypted.).

33. As per claim 7, Labrou teaches the method set forth in claim 1, comprising providing the incorrect information in encrypted form (Paragraph 001. Agreement data is encrypted.).

34. As per claim 8, Labrou teaches the method set forth in claim 1, comprising receiving the modified information based on the correct information in encrypted form (Paragraph 0056. Provide encrypted response messages.).

35. As per claim 10, Labrou teaches the method set forth in claim 9, comprising selecting the selected intermediary (Paragraph 0051. Each party sends agreement data to the AVP. It is essential to select the AVP to send data.).

36. As per claim 11, Labrou teaches the method set forth in claim 9, comprising creating the incorrect first party information from the correct first party information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

37. As per claim 12, Labrou teaches the method set forth in claim 9, comprising creating the incorrect first party information as a plausible variation of the correct first party information (Paragraph 0054. Agreement data is sent, which may be determined to be inconsistent. It is inherent that a party may change the agreement data.).

38. As per claim 15, Labrou teaches the method set forth in claim 9, comprising providing the correct first party information in encrypted form (Paragraph 001. Agreement data is encrypted.).

39. As Per claim 16, Labrou teaches the method set forth in claim 9, comprising providing the incorrect first party information in encrypted form (Paragraph 001. Agreement data is encrypted.).

40. As per claim 17, Labrou teaches the method set forth in claim 9, comprising providing the selected intermediary information in encrypted form (Paragraph 0056. Provide encrypted response messages.).

41. As per claim 21, Labrou teaches the method set forth in claim 18, comprising providing the intermediary information in encrypted form (Paragraph 001. Agreement data is encrypted.).

42. As per claim 22, Labrou teaches the method set forth in claim 18, comprising receiving the

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correct first party information in encrypted form (Paragraph 0056. Provide encrypted response messages.).

43. Claims 4-5, 13-14, 19, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Labrou and Grundfest, in view of Munro, US Publication #2004/0002914 (Munro hereinafter).

44. As per claim 4, Labrou does not specifically teach the method set forth in claim 1, comprising providing proprietary data as the correct information.

45. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

46. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

47. As per claim 5, Labrou does not specifically teach the method set forth in claim 1, comprising providing a proprietary program as the correct information.

48. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

49. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

50. As per claim 13, Labrou does not specifically teach the method set forth in claim 9, comprising providing proprietary data as the correct first party information.

51. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

52. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

53. As per claim 14, Labrou does not specifically teach the method set forth in claim 9, comprising providing a proprietary program as the correct first party information.

54. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

55. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

56. As per claim 19, Labrou does not specifically teach the method set forth in claim 18, comprising receiving proprietary data as the correct first party information.

57. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

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58. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information received by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

59. As per claim 20, Labrou does not specifically teach the method set forth in claim 18, comprising receiving a proprietary program as the correct first party information.

60. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

61. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information received by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

62. Claims 26-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Labrou, in view of Munro, US Publication #2004/0002914 (Munro hereinafter).

63. As per claim 26, Labrou does not specifically teach the method set forth in claim 24, comprising providing proprietary data as the correct information.

64. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

65. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program

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as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

67. As per claim 27, Labrou does not specifically teach the method set forth in claim 24, comprising providing a proprietary program as the correct information.

68. Munro teaches of parties performing a transaction, wherein the transaction involves a party providing a proprietary program (Paragraphs 0034; 0037).

69. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings for the correct information provided by Labrou to include a proprietary program as taught by Munro. The motivation for the suggested combination is that Munro's teachings would improve the suggested system by providing necessary information to complete transactions.

### **Conclusion**

70. A shortened statutory period for reply to this Office action is set to expire THREE MONTHS from the mailing date of this action.

71. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joshua Joo whose telephone number is 571 272-3966. The examiner can normally be reached on Monday to Thursday 8AM to 5PM and every other Friday.

72. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan J. Flynn can be reached on 571 272-1915. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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73. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/J. J./

Examiner, Art Unit 2154

/Nathan J. Flynn/

Supervisory Patent Examiner, Art Unit 2143